

**SUPPLEMENTAL AGREEMENT NO. 1
FOR PROFESSIONAL SERVICES
City of Olathe, Kansas**

This Supplemental Agreement made this _____ day of _____, 2020, by and between the City of Olathe, hereinafter referred to as the "City", and Black & Veatch Corporation, hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the City and Consultant have previously entered into an Agreement, dated February 5, 2019 ("the Agreement"), for the Standby Generator Replacement Projects; PN 1-C-021-18 and 5-C-042-18 hereinafter referred to as the "Project"; and

WHEREAS, SECTION II, Paragraph B of the Agreement provides that Consultant will provide, with City's concurrence, services in addition to those listed in the Professional Services Agreement, when such services are requested or authorized in writing by the City.

WHEREAS, this Supplemental Agreement No. 1 between the parties heretofore is to provide construction phase administration services for the Project as outlined in **Exhibit A** of this Supplemental Agreement No. 1, attached hereto and incorporated herein by reference; and

WHEREAS, the City is desirous of entering into Supplemental Agreement No. 1 to pay the Consultant for additional services rendered to the City related to the Project; and

WHEREAS, the City is authorized and empowered to contract with the Consultant for the necessary additional professional services under the Agreement, and necessary funds for the payment of said services related to the Project are available and authorized under the Agreement.

NOW THEREFORE, the parties hereby agree as follows:

- A. Exhibit B of the Agreement is hereby amended as follows: Add scope of services as outlined in Exhibit A of this Supplemental Agreement No. 1.
- B. Exhibit C of the Agreement is hereby amended as follows: Replace with revised rate schedule for 2020 as outlined in Exhibit B of this Supplemental Agreement No. 1.

- C. The total fee for the aforementioned additional professional services provided pursuant to this Supplemental Agreement No. 1 is \$80,956 which raises the total fee for all services provided under the Agreement from \$205,129 to \$286,085.

IN ALL OTHER RESPECTS, the terms and conditions of the Agreement will remain in full force and effect, except as specifically modified by this Supplemental Agreement No. 1, including all policies of insurance which will cover the work authorized by this Supplemental Agreement No. 1.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement No. 1 to be executed as of the day and year first above written.

CITY OF OLATHE, KANSAS

By: _____
Michael E. Copeland, Mayor


ATTEST:

City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney/Deputy City Attorney/
Assistant City Attorney



Black & Veatch Corporation
By: Derek L. Cambridge
Associate Vice President

EXHIBIT A

Scope of Services

This scope describes additional engineering services the Consultant will provide the City in connection with the Standby Generator Replacement Project.

PHASE V. CONSTRUCTION PHASE SERVICES

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A. Construction Phase Project Management

1. Manage Consultant's administration of Construction Phase Services including timely review of shop drawings, interpretation of documents, and submittal of invoices. Monitor construction progress by the Contractor including status of submittals and construction schedule. Anticipated duration of Construction is 8 months.

B. Preconstruction Conference

1. At the date and time selected by the City, and at facilities provided by the City, conduct preconstruction conference. The Consultant shall prepare an agenda for the conference and prepare and distribute minutes. The preconstruction conference will include a discussion of the Contractor's tentative schedule, procedures for transmittal and review of the Contractor's submittal, critical work sequencing, requests for information, record documents, and the Contractor's responsibilities for safety and first aid.

C. Periodic Inspections

1. Provide periodic inspections of the construction activities to monitor construction activities and provide feedback concerning conformance of the work to the Contract Documents. It is anticipated that the Consultant will provide on average two inspections per month for the duration of the project

D. Attend Facility Shutdown Sequencing Meetings

1. Attend scheduled facility shutdown sequencing and coordination meetings to be conducted by Contractor. The number of meetings anticipated for the project is one (1) meeting.

E. Review Shop Drawings

1. Review drawings and other data submitted by the Contractor as required by the construction contract documents. The Engineer shall review up to 40 submittals

for general conformity to the construction contract drawings and specifications for the Contract. This review shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Additional or excessive reviews as required by incomplete submittals from the Construction Contractor can be provided as a supplemental service.

F. Process Requests for Information (RFI's)

1. Provide documentation and administer the processing of requests for information. Items involving any delays to the project will be documented. Act as initial negotiator on all claims of the City and Contractor relating to the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work. Evaluate the cost and scheduling aspects of all change orders and, when necessary, assist the City in the negotiations with the Contractor to obtain a fair price for the work. Said negotiation shall be subject to the approval of the City.
4. For budgeting purposes, four (4) request for information are anticipated for the project. Unusually numerous requests shall be provided as Supplemental Services.

G. Commissioning Support

1. During equipment checkout and startup, provide support to the City to resolve operational issues, instrumentation and control troubleshooting, and process support.
2. Develop P&IDs for the generators at each project site. P&IDs will be unsigned, and sent to the City.

H. Substantial and Final Completion

1. Upon substantial completion, inspect the construction work and prepare a tentative punch list of the items to be completed or corrected before final completion of the contract. Submit results of the inspection to City and Contractor. The substantial completion review will be conducted by the Consultant's project engineer during one trip of not more than one-day duration.
3. Upon completion or correction of the items of work on the punch list, conduct a final inspection to determine if the work is completed. The Consultant shall provide written recommendations concerning final payment to the City, including a list of items, if any, to be completed prior to making such payment.

I. Prepare Record Drawings

1. Upon completion of the project, revise the construction contract drawings to conform to the construction records furnished by the RPR and the Contractor. Provide City six (6) sets of half size drawings and a CD with electronic images (DWG and PDF).

EXHIBIT B
Fee & Rate Schedule

For the services covered by this Contract, the City agrees to pay the Consultant as follows:

1. Compensation for engineering services shall be in accordance with the following hourly billing rates:

<u>Black & Veatch Classification</u>	<u>2020 Hourly Billing Rates</u>
Project Director	\$273
Project Manager	\$245
Project Secretary	\$107
Sr. Engineering Manager	\$224
Engineering Manager	\$196
Design Engineer – Level 4	\$174
Design Engineer – Level 3	\$162
Design Engineer – Level 2	\$138
Design Engineer – Level 1	\$116
CAD Administrator	\$174
Sr. CAD Technician	\$126
CAD Technician	\$106
Project Accountant	\$107
Sr. Process Engineer	\$239
Process Engineer	\$149
QA/QC Engineer	\$251
Estimator	\$194
Project Controls	\$132

2. Compensation for reimbursable expense items and other charges incurred in connection with the performance of the work shall be in accordance with the following schedule:

<u>Expense Item</u>	<u>Unit Cost</u>
Travel, Subsistence, and Incidental Expenses	Net Cost
Automobile/Motor Vehicles – Local Mileage	\$.55/mile
Automobile/Motor Vehicles – Rental	Net Cost
Reproduction of Reports, Drawings & Specifications	Net Cost
Photograph and Video Reproductions	Net Cost
Sub-Consultant Fees	Net Charge x 1.10

3. The Schedule of Hourly Billing Rates and Charges indicated herein is effective for

services through 2020. The Schedule of Hourly Billing Rates and Charges will be revised and re-issued in March of subsequent years.

Owner: <u>Olathe, City of</u>																					
Project: <u>Standby Generator Replacement (Harold Street WWTP)</u>																					
PHASE/Task		Project Director	Project Manager	Project Controls / Accounting	Admin	Engineering Manager	Structural Engineer	Architect	Mech Engineer	Electrical Engineer	I&C Engineer	BIM Technician		SUBTOTAL, hours	SUBTOTAL, Billings \$	Travel/Per Diem Expenses	Major Repro-duction Expenses	Other Expenses	SUBTOTAL, EXPENSES w/o MULTIPLIER	SUBTOTAL, EXPENSES	TOTAL Billings
		\$273.00	\$245.00	\$132.00	\$107.00	\$174.00	\$137.00	\$174.00	\$174.00	\$162.00	\$174.00	\$106.00									
(Billing Rate, \$\$,Hr.)																					
WORK BREAKDOWN STRUCTURE		PHASE																			
PHASE VI - CONSTRUCTION PHASE SERVICES																			\$ -		
Administration			6	12	48	8	-	-	-	-	-	-	-	74	\$ 11,770					\$ 11,770	
Preconstruction Conference			-	2	-	-	4	-	-	-	-	-	-	6	\$ 1,186		\$ -	\$ -	\$ -	\$ -	
Periodic Inspections (RPR work)			-	-	-	-	40	8	-	12	12	8	-	80	\$ 13,480	\$ -	\$ -	\$ -	\$ -	\$ 13,480	
Schedule Review			-	2	-	-	12	-	-	-	-	-	-	14	\$ 2,578	\$ -	\$ -	\$ -		\$ 2,578	
Substantial Completion/Final Completion			4	-	-	-	4	-	-	-	4	4	-	16	\$ 3,132	\$ -	\$ -	\$ -		\$ 3,132	
Plant Shutdown/Sequencing Meetings			-	4	-	-	8	-	-	-	-	-	-	12	\$ 2,372	\$ 150	\$ -	\$ -	\$ 150	\$ 2,522	
Shop Drawing Review			-	-	-	50	40	14	4	50	38	6	-	202	\$ 30,824	\$ -	\$ -	\$ -	\$ -	\$ 30,824	
RFI Response			-	4	-	-	12	2	-	4	-	2	-	24	\$ 4,386	\$ -	\$ -	\$ -	\$ -	\$ 4,386	
Generator P&IDs			-	-	-	-	4	-	-	-	2	6	10	22	\$ 3,124	\$ -	\$ -	\$ -		\$ 3,124	
Prepare Record Drawings			-	2	-	-	14	-	-	-	-	2	30	48	\$ 6,454	\$ -	\$ 500	\$ 1,000	\$ 1,500	\$ 1,500	\$ 7,954
DO NOT DELETE ANY OF THE "TOTAL" ROWS BELOW. THESE GENERATE THE TOTALS FOR THE BUDGET																					
Total, Hours			10	26	48	58	138	24	4	66	56	28	40	498							
Total, Billings															\$ 79,306	\$ 150	\$ 500	\$ 1,000		\$ 80,956	